

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

02/15/18
04:59 PM

Order Instituting Investigation on the
Commission's Own Motion into the Rates,
Operations, Practices, Services and Facilities of
Southern California Edison Company and San
Diego Gas and Electric Company Associated
with the San Onofre Nuclear Generating Station
Units 2 and 3

Investigation 12-10-013
(Filed October 25, 2013)

And Related Matters

Application 13-01-016
Application 13-03-005
Application 13-03-013
Application 13-03-014

**RESPONSE OF THE CALIFORNIA LARGE ENERGY CONSUMERS ASSOCIATION
TO THE JOINT RULING OF THE ASSIGNED COMMISSIONER AND
ADMINISTRATIVE LAW JUDGE AS CLARIFIED BY
THE FEBRUARY 14, 2018 RULING**

Nora Sheriff
Alcantar & Kahl LLP
345 California Street
Suite 2450
San Francisco CA 94104
415.421.4143 office
415.989.1263 fax
nes@a-klaw.com

Counsel to the
California Large Energy Consumers
Association

February 15, 2018

**RESPONSE OF THE CALIFORNIA LARGE ENERGY CONSUMERS ASSOCIATION
TO THE JOINT RULING OF THE ASSIGNED COMMISSIONER AND
ADMINISTRATIVE LAW JUDGE AS CLARIFIED BY
THE FEBRUARY 14, 2018 RULING**

Pursuant to the joint ruling of Assigned Commissioner Michael Picker and
Administrative Law Judge Darcie L. Houck dated February 6, 2018, the California Large
Energy Consumers Association hereby submits the attached declaration of Nora Sheriff.

Respectfully submitted,

A handwritten signature in blue ink that reads "Nora Sheriff". The signature is written in a cursive, flowing style.

Nora Sheriff

Counsel to the California Large Energy
Consumers Association

DECLARATION OF NORA SHERIFF

I, Nora Sheriff, declare as follows:

1. I am Counsel to the California Large Energy Consumers Association (CLECA). I have personal knowledge of the facts stated in this declaration.

2. I submit this declaration in response to the February 6, 2018, Joint Ruling of Assigned Commissioner and Administrative Law Judge Granting in Part and Denying in Part the Joint Motion to Stay Proceedings in Investigation 12-10-013 et al. ("Joint Ruling"), as clarified by the Email Ruling: I.12-10-013 Clarification of Feb[ru]ary 6, 2018 Ruling in Response to Email Sent to ALJ on February 9, 2018 ("February 14 Ruling").

3. The Joint Ruling identifies three agreements: (a) the January 30, 2018, proposed Settlement Agreement ("Settlement Agreement"), (b) the January 10, 2018, Utility Shareholder Agreement between Southern California Edison Company ("SCE") and San Diego Gas & Electric Company ("SDG&E") (and their respective parent companies), and (c) the January 30, 2018, Federal Court Agreement, between Plaintiffs in the Federal Court action and SCE.

4. The February 14 Ruling clarifies that the Joint Parties are to identify all agreements, including agreements relating to the mediation process or to litigation of the OII, insofar as those agreements "relate to the proposed settlement agreement, and or have provisions/terms that are contingent upon or make reference to the Commission adopting the proposed settlement." The February 14 Ruling states that agreements that are subject to Rule 12.6 or that have been superseded by the proposed Settlement Agreement or are no longer operative are excluded from this directive, as are the 2014 settlement agreement and its amendment.

5. As part of the mediation process, the Joint Parties entered into the following agreements: (1) an agreement among themselves and with Phillips ADR to retain Phillips ADR to provide mediation services, including financial terms of such

retention, (2) an agreement with Phillips ADR regarding the protocols for the mediation process, (3) agreements among themselves and with Phillips ADR regarding confidentiality of the mediation, and (4) nondisclosure agreements among the Joint Parties pursuant to which certain confidential information was provided in the mediation process. These agreements predated, and therefore necessarily did not refer to the Settlement Agreement, but CLECA is identifying them out of an abundance of caution. In addition, the Joint Parties had various informal agreements relating to the scheduling of meetings and calls, related logistics, allocation of responsibility for drafting pleadings and agreements, and similar matters that are not contingent upon and do not make reference to the Commission adopting the Settlement Agreement.

6. Other than the agreements identified in paragraphs 3 and 5 above or excluded by the directive as explained in paragraph 4, CLECA is not aware of any agreement between or among any of the Joint Parties, or between any of the Joint Parties and any third party, that relates to the proposed Settlement Agreement or has provisions/terms that are contingent upon or make reference to the Commission adopting the proposed Settlement Agreement.

I declare pursuant to Rule 1.1 of the Commission's Rules of Practice and Procedure that the foregoing is true and correct to the best of my knowledge and belief.

Executed at San Francisco, California on February 15, 2018.



Nora Sheriff